

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Taylor/954-327-3741

PREPARED BY: Bruce Taylor (Heidi Cavicchia)

SUBJECT: Water and Sewer Rate Study Agreement

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PUBLIC RESOURCES MANAGEMENT GROUP, INC. TO PROVIDE A WATER AND SEWER RATE STUDY

REPORT IN BRIEF: The Town recently solicited proposals to perform a Water and Sewer Rate Study. The study is needed to ensure the financial health of the utility. A comprehensive rate study covering both the water and sewer system has never been performed. During the past eight (8) years, the Town was prohibited from adjusting utility rates. Prior to the rate freeze, utility rates were lowered 28%. The utility is an Enterprise Fund system and was set up to be financially self sufficient, drawing no money for operations from the General Fund. Capital projects have been approved to expand and upgrade the water and sewer systems. This study will determine if the financial needs would be met with the current rates or if adjustments are needed.

The Town solicited competitive sealed proposals for consulting services to provide this rate study and Public Resources Management Group, Inc. was selected and approved by the Town Council (R-2006-228).

PREVIOUS ACTIONS: R-2006-228 approving the selection of Public Resources Management Group, Inc.

CONCURRENCES: Town Attorney reviewed (Control No. 060908)

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$41,500

Account Name: Professional Services

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, R-2006-228, Agreement with Public Resources Management Group, Inc.

RESOLUTION NO. R-2006-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH PUBLIC RESOURCES MANAGEMENT GROUP, INC. FOR A WATER AND SEWER RATE STUDY.

WHEREAS, the Town is in need of a water and sewer rate study; and

WHEREAS, the Town Council approved the award of the bid for the water and sewer rate study to Public Resources Management Group, Inc. (R-2006-228).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to sign the Agreement with Public Resources Management Group, Inc. for a water and sewer rate study at an estimated cost of \$41,500.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

RESOLUTION NO. R-2006-228

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF PUBLIC RESOURCES MANAGEMENT GROUP, INC. TO PROVIDE A WATER AND SEWER RATE STUDY AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals for a water and sewer rate study; and

WHEREAS, the selection committee has selected Public Resources Management Group, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Public Resources Management Group, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 16th DAY OF August, 2006

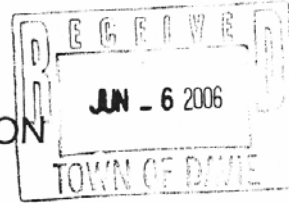

MAYOR/COUNCIL MEMBER

Attest

TOWN CLERK

APPROVED THIS 16th DAY OF August, 2006

TOWN OF DAVIE PROCUREMENT AUTHORIZATION



ACCOUNT NUMBER	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
040-1058-536-0320	Water and Sewer Rate Study	\$70,000.00

PROFESSIONAL SVCS.

METHOD OF PROCUREMENT (check the one that applies)

- ☐ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☒ Request For Qualifications

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed *Steve Taylor*
Department Head

Have Funds been Reserved Yes. 34630

Date 6/6/06 Signed *[Signature]*

Signed *[Signature]*
Town Administrator

BIDS SUBMITTED

VENDOR	COST
PUBLIC RESOURCES MANAGEMENT GROUP, INC.	RANKED 1 ST
MILIAN, SWAIN & ASSOCIATES, INC.	RANKED 2 ND
BLACK & VEATCH CORPORATION	RANKED 3 RD
CALVIN, GORDON & ASSOCIATES, INC.	NOT RANKED
IRD & ASSOCIATES, INC.	NOT RANKED
MUNI FINANCIAL	NOT RANKED
NAVIGANT CONSULTING, INC.	NOT RANKED

Signed *[Signature]*
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
PUBLIC RESOURCES MANAGEMENT GROUP INC.	RANKED 1 ST

	A	B	C	D
1				
2				
3		WATER & SEWER RATE STUDY		
4				
5				
6	COMMITTEE MEMBER	BLACK & VEATCH	PUBLIC RESOURCES	MILLAN SWAIN
7				
8				
9	W. UNDERWOOD	2	1	3
10	R. MUNIZ	2	1	3
11	M. KUTNEY	3	1	2
12	L. PETERS	3	1	2
13	B. TAYLOR	2	1	3
14	H. HYMAN	3	1	2
15				
16	TOTAL	15	6	15
17				
18	RANKING	2 ND	1 ST	2 ND



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

August 26, 2006

Mr. Bruce Taylor
Utilities Director
Town of Davie
Utilities Department
3500 N.W. 76th Avenue
Hollywood, FL 33024

Subject: **Agreement to Provide Utility Consulting Services –
Water and Sewer Rate Study**

Dear Mr. Taylor:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this Agreement to provide Utility Consulting Services (the "Agreement") with respect to the preparation of a water and sewer rate study (the "Project") on behalf of the Town of Davie (the "Town" or "Client"). Based on our discussions with the Town and information contained in the Town's Request for Proposals B-06-102, the Project consists of preparing a financial forecast for the Town's water and wastewater system (the "System"), determining the need for future user rate adjustments that promote the creditworthiness of the System and fund the capital improvements identified by the Town, and designing water and sewer user rates as appropriate to meet the overall financial needs of the System. Additionally, the Project consists of developing updated impact fees for the System based on the most recent capital costs associated with providing capacity to new development. Based on our discussions and our understanding of the Project, PRMG proposes the following:

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Robert Ori would be the principal-in-charge and the primary contact with the Town. Mr. Tony Hairston would serve as the project manager and lead analyst for the engagement. Other financial analysts and administrative personnel for the firm may be utilized during the course of the engagement as needed. Please see Attachment A for a summary of the personnel by title and billing rates for PRMG staff that may be utilized during this engagement.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included in Attachment B, which is made a part of this Agreement.

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341 NORTH MAITLAND AVENUE - SUITE 300 - MAITLAND, FL 32751
TELEPHONE (407) 628-2600 - FAX (407) 628-2610 EMAIL Prmg@Prmginc.Com

Mr. Bruce Taylor
Town of Davie
August 26, 2006
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COMPENSATION AND BILLING

Based on the Scope of Services as summarized in Attachment B and the direct labor billing rates as identified herein, we propose to establish a maximum not-to-exceed contract to perform the Project on behalf of the Town in the amount not-to-exceed \$41,500. A cost estimate is shown in Attachment C which is made a part of this Agreement. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by PRMG as well as an allowance for other direct costs such as travel, telephone, delivery charges and subconsulting expenses, if any. The costs incurred by PRMG for such other direct costs, if any, would be billed to the Town based on the standard rate for the recovery of such costs as identified in Attachment A. It is proposed that PRMG would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses required to assist in Project completion, as adjusted for administrative costs per Attachment A. It is not anticipated that any subconsultants would be required to assist PRMG in the completion of the Project. To the extent that PRMG determines that a portion of the Project would need to be performed by a subconsultant, PRMG would notify the Town in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by PRMG.

It should be noted that the proposed contract budget would be billed on an hourly basis predicated on the actual work effort performed by PRMG and not on a lump-sum basis. To the extent that the Project were completed at a cost less than the contract budget, PRMG would not invoice the Town for any amounts remaining (unbilled) on such contract except for the provision of any additional services which the Town may request from PRMG, as mutually agreed between the two parties.

PROJECT SCHEDULE

Upon notification to proceed as provided by the Town, PRMG would complete the water and wastewater rate study within a reasonable time frame (e.g., 120 days) for presentation to the Town Council at a public workshop, the date of which has yet to be determined. The completion of the analysis would be subject to the availability of information provided to PRMG from the Town that would be necessary to conduct our rate study update analysis.

STANDARD TERMS AND CONDITIONS

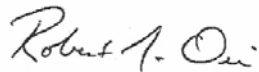
Attachment D includes a summary of the Standard Terms and Conditions for contractual services performed by PRMG, which is made part of this Agreement.

We appreciate the opportunity to submit this Agreement to provide utility consulting services on behalf of the Town. We have enclosed two (2) copies of this Agreement for consideration and execution by the Town. If this Agreement, including the cost estimate and Scope of Services, are acceptable to the Town, please execute both copies and return one copy to PRMG; the other copy is for the Town's files and records.

Mr. Bruce Taylor
Town of Davie
August 26, 2006
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Again, thank you for your consideration of PRMG and we look forward to working with you and other Town staff in the near future on the Project.

Very truly yours,
Public Resources Management Group, Inc.



Robert J. Ori
President

APPROVED BY:
Town of Davie, Florida

Name

Title

Date

ATTACHMENT A
TOWN OF DAVIE
WATER AND SEWER USER RATE STUDY
SCHEDULE OF DIRECTOR LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$150.00
Associate	\$125.00
Managing Consultant	\$110.00
Supervising Consultant	\$100.00
Senior Consultant	\$ 90.00
Rate Consultant	\$ 80.00
Consultant	\$ 70.00
Rate Analyst	\$ 60.00
Analyst	\$ 45.00
Assistant Analyst	\$ 35.00
Administrative	\$ 45.00

[*] Direct labor hourly rates effective to March 31, 2007; rates will be adjusted by not more than five percent (5%) per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after April 1st of each year thereafter until project completion or termination of the Agreement.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	\$0.440 per mile
Reproduction (black and white) (in house)	\$0.05 per page
Reproduction (color) (in house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not to exceed per PRMG Employee \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective to March 31, 2007; rates will be adjusted by not more than five percent (5%) per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after April 1st of each year thereafter until project completion or termination of the Agreement.

ATTACHMENT B
TOWN OF DAVIE
WATER AND SEWER USER RATE STUDY

SCOPE OF SERVICES

GENERAL

The proposed Scope of Services to be performed by the personnel of Public Resources Management Group, Inc. (PRMG) has been subdivided into a series of Phases based on the Project requirements of the Town. The first phase of the Project focuses on the development of recommended rates for a five fiscal year forecast period. The second phase of the Project is associated with the development of updated impact fees charged to new development for water and wastewater capacity. It is anticipated that both phases of the Project will be done concurrently and the results of the evaluation will be presented jointly to the Town Council for their consideration. The tasks to be provided for each phase of the Project are summarized below by task:

Phase 1 – Water and Wastewater User Fee Study

This phase of the Project deals with the review of the existing rates for monthly water and wastewater service and the redesign of proposed rates to meet the financial and pricing objectives of the Town. The following tasks shall be performed for this component of the Project:

Task 1 – Kickoff and Data Acquisition/Compilation Review: A detailed data request will be prepared for the Town to compile specific information relative to the operation of the utility system, including, but not limited to, customer billing and sales statistics, the Fiscal Years 2006 and 2007 operating budgets, the latest cost estimates on the multi-year capital improvement program, fund (cash) balances, utility rate ordinances/resolutions, water production and wastewater treatment data, and other similar information. PRMG will attend one (1) meeting with the Town staff to obtain directions and guiding principles for the study to collect information associated with this task.

Task 2 – Development of Customer Usage Forecast: PRMG will compile up to five (5) years of statistical information to review trends and overall System requirements. Based on the historical customer statistics (e.g., usage) and discussions with Town staff, PRMG will develop a customer and sales forecast for the individual water and wastewater utility systems for the five fiscal year period beginning October 1, 2006 through September 30, 2011 (the five fiscal year period being defined as the "Forecast Period" and the Fiscal Year 2007 being considered as the "Test Year"). The forecast will be prepared on an individual water and wastewater utility systems. The forecast will be prepared on an individual class basis consistent with the existing billing parameters and based on data availability.

Task 3 – Development Of Revenue Projections from Existing Rates: This task involves the development of a projection of utility rate revenues for the Forecast Period from existing rates recognizing: i) the results of the customer and sales forecast performed in Task 2; and ii) the Town's existing rates for service. Additionally, this task will involve a rate-revenue

"reasonableness" test (reconcile model results to reported amounts on Town financial statements) to ensure that the revenue model and billing determinants are correct relative to the modeling process.

This task will also involve the projection of other operating revenues, revenues derived from other utility transactions (e.g., customer service charges) and other financial resources that may accrue to the benefit of the System.

Task 4 – Development of Operating Expense Projections: This task involves the development of the estimated amount of operating expenses required to be funded from water and sewer rates for the Forecast Period. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred by the systems; ii) assist in the projection of expenditures for the applicable forecast period; iii) recognize changes in operating costs due to changes in regulatory requirements, utility operations and the implementation of the capital improvement program; and iv) have sufficient detail in operating expenses to properly allocate the costs among the utility systems as well as the rate structure attributes. Finally, other operating expenses such as inter-fund transfers, administrative allocations, contingency reserves, insurance needs, and other expenses will be evaluated to ensure that rates are designed for the full recovery of costs.

Task 5 - Capital Improvement and Funding Analysis: This task involves a detailed review of the Town's five-year or applicable capital improvement program and other engineering planning documents, and the performance of a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period. This task will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the System and to estimated interest income earned on unrestricted and restricted fund balances as defined in the bond resolution for the utility system (assist in determination of rate covenant compliance).

Task 6 - Other Revenue Requirement Identification: In order to meet the financial obligations of the Town's utility systems, PRMG will review the financial aspects of the Town's utility systems in order to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis. This task will include assistance in the development of fiscal policies in terms of working capital maintenance, the funding of other departmental capital or maintenance reserves for items such as vehicles and equipment, and the recognition of any other transfer requirements that may be associated with the utility system.

Task 7 - Development of Net Revenue Requirements and Rate Impact Analyses: Based on the aforementioned tasks, PRMG will prepare a summary of the total net revenue requirements of the individual and combined water and wastewater systems and the accompanying rate impact requirements for each fiscal year of the Forecast Period.

Task 8 - Compliance Analysis: This task will be conducted in order to satisfy the rate covenant requirements and the flow of fund requirements as defined in the governing bond resolution that authorized the issuance of the outstanding utility system revenue bonds. The compliance

analyses will be performed for the projected five-year Forecast Period to maintain the financial integrity of the utility system.

Task 9 - Presentation of Net Revenue Requirements Analysis: PRMG will prepare a summary documenting all of our analyses, assumptions, and considerations for the review of Town staff. A meeting by not more than two representatives of PRMG will be held with the Town staff in order to present the results of the net revenue requirements analysis.

Task 10 - Derivation of Proposed Retail Water and Wastewater Rates: Based on the results of the net revenue requirements analysis and feedback from Town staff, PRMG will derive proposed retail water and wastewater rates for the Town for the Test Year. Any subsequent rate adjustments identified as part of a rate phasing plan, if any, to meet the financial needs of the utility system will be applied uniformly to the proposed Test Year rates. Up to three (3) different rate designs will be considered based on data availability.

Task 11 - Rate Comparisons With Other Utilities: PRMG will prepare comparisons of the existing and proposed Test Year water and wastewater rates with rates charged by other neighboring or similar utilities. This will provide an indication to the Town of the rate levels charged by others in relation to the existing and proposed rates of the Town.

Task 12 - Report Preparation and Presentation at Public Hearing: PRMG will prepare a report documenting the analyses, assumptions and conclusions with respect to the study and to provide full disclosure for rate justification. A draft report will be prepared and presented to staff before presentation of the report recommendations to the Town Council. In order to present the financial forecast and recommended rates to the Town Council and the public, PRMG will attend one public hearing with the Town Council to discuss the conclusions and recommendations of the study. Attendance at this public hearing will include not more than two representatives of PRMG. PRMG will submit materials related to the presentation one week in advance of the Town Council meeting.

Task 13 - Rate Resolution: PRMG will assist the Town Attorney, as required, in drafting all components of the utility rate resolution, which delineate all aspects of the proposed water and wastewater retail rates for presentation to the Town Council. PRMG will review the rate resolution to ensure that the recommended changes are included.

Phase 2 – Impact Fee Study

This phase of the Project deals with the review of the existing impact fees charged to new development or growth that requests water and/or wastewater capacity and the development of proposed fees to meet the pro rata share of the capital costs to be incurred by the Town to serve such development or growth. The following tasks shall be performed for this component of the Project:

Task 1 – Data Acquisition/Compilation and Review: A detailed data request will be prepared for the Town to compile specific information relative to the accumulation of certain utility plant and capacity information. PRMG will interview staff members, collect capital and planning documentation, and schedule field visits such that sufficient information can be compiled to perform the study. Information to be obtained will include updates to current fixed asset data, revised capital improvement plans of the water system, inventory of existing

facilities as it relates to capacity and utilization, and other related information will be obtained. It is anticipated that the meeting identified in Phase 1 – task 1 will also serve as an information / kick-off meeting for this phase of the Project.

Task 2 – Equivalent Residential Connection (ERC) and Facility Use Characteristics: Based on the level of service standards currently utilized by the Town, an analysis of the Town's existing and projected ERC requirements will be conducted. This analysis is necessary to evaluate the capacity utilization of the wastewater facilities (from both an existing and prospective capital facility standpoint). Additionally, this task will focus on the identification of the level of service standards (LOS) for water and wastewater capacity as referenced in Town documents, including the Comprehensive Plan, master plans, utility rate and development ordinances, and other available literature to PRMG.

Task 3 – Impact Fee Determination: Based on the Level of Service (LOS) standards and facilities use projections, PRMG will develop a revised impact fee for water and wastewater capacity. The charges will be developed recognizing the reservation and utilization of capacity by an equivalent residential customer (e.g., single-family residential) and will recognize the capital facility burden imposed on the Town by new development. This task will include the following:

- Review of Town's updated capital improvement plan and capacity additions necessary to serve growth, especially as it relates to the wastewater extension (assessment) program;
- Analysis of existing facility costs (used and useful issues) and incremental costs to provide utility service to future service area needs or build-out population; and
- Re-evaluation of system capacity relationships for incremental plant additions.

Task 4 – Impact Fee Credit Determination: This task will recognize any alternative funding sources that will be available to the Town to reduce the capital funding requirements from new development, if any. This task will include an evaluation of alternative funding sources, and the development of a credit to the fees determined above on a consistent methodology. Finally, the development of the net impact fee to be charged will be determined.

Task 5 – Impact Fee Charge Comparison: A comparison of similar fees for utilities in South Florida will be prepared. This impact fee comparison will include the level of fee charged for a typical single family residential dwelling unit since this represents the predominance of the customers generally served by a utility system. This task will be performed concurrent with the impact fee determination to assist in the finalization of the level of fee to be charged as it pertains to the Town.

Task 6 - Presentation of Impact Fee Analysis: PRMG will prepare a summary documenting all of our analyses, assumptions, and considerations for the review of Town staff. A meeting by not more than two representatives of PRMG will be held with the Town staff in order to present the results of the impact fee analysis.

Task 7 – Report Presentation and Meetings/Public Hearings: A report will be prepared outlining the above referenced tasks and provide the basis for the determination of the fees. The report will be prepared and presented in draft form and finalized after adoption by the Town Council. It has been assumed that the attendance of any meetings to present the impact fee analysis will be performed concurrently with the presentation of the Phase 1 component of the study.

MEETINGS

During the course of this engagement, it is anticipated that PRMG will attend a total of four (4) meetings consisting of

- One (1) kickoff and data collection meeting with Town staff;
- Two (2) meetings to identify issues and present the results of our analyses to Town staff; and
- One (1) public hearing to present the results of the rate study to the Town Council.

For the purposes of this scope of services attendance of teleconference, meetings/discussions will be considered as a meeting for the determination of the total number of meetings attended. Attendance of these meetings will be by not more than two (2) employees of PRMG; the attendance of any additional meetings will be considered as an additional service.

TOWN STAFF ASSISTANCE

As with any major study performed for a public utility, the staff will be called upon to provide assistance to PRMG in order to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Town:

The gathering of specific customer, operational and financial data and information relative to the Project;

The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Town;

Providing assistance in the formulation of policy decisions relative to cost or need determination, cost allocation and rate design and other components of the study. An example would include rate-phasing alternatives, capital improvements project prioritization, etc.;

Providing assistance in public relations program, scheduling of the Town Council meetings, and communication of the "political" aspects of the Project;

Performing a general review and providing comments relative to the results of our analyses and reports to the Town; and

Assistance by the Town's legal counsel in the development of the rate ordinance / resolution.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services relative to the performance of the rate study update from PRMG. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and PRMG. All invoices for additional services will be billed to the Town based on the hourly rate schedule of PRMG members as identified in this proposal or some other basis as mutually agreed between the Town and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings with Town staff, Town committees or interested parties, or public hearings with the Town Council in addition to what is contemplated in the scope of services.
2. The derivation of additional rate design alternatives beyond what is contemplated in the scope of services.
3. Design of impact or capacity fees or miscellaneous service charges (e.g., meter installation charges, turn on/off fees, etc.).
4. Delays in the Project schedule which is not the fault of PRMG, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

To the extent additional services are performed by PRMG for this Project but the total cost of the study, including the additional services, does not exceed the Town's budgeted cost of the study, no additional services will be billed to the Town.

ATTACHMENT C

Town of Davie, Florida

Cost Estimate Associated With Performing a Water and Sewer Rate and Impact Fee Study

Line No.	Task Ref. (*)	Principal	Supervising Consultant	Rate Consultant	Rate Analyst	Administrative	Totals
1		\$ 150.00	\$ 100.00	\$ 80.00	\$ 60.00	\$ 45.00	
		Direct Labor Rates					
		Phase 1 Activities: (*)					
2	1	2	4	-	4	2	12
3	1	8	8	-	-	-	16
4	2	-	4	-	24	-	28
5	2	1	3	-	36	-	40
6	3	-	2	-	10	-	12
7	4	-	8	-	42	-	52
8	5	2	4	-	12	-	18
9	5	2	8	-	6	-	16
10	6	2	4	-	-	-	6
11	7	2	4	-	1	-	5
12	8	3	4	-	2	-	9
13	9	16	16	-	35	1	35
14	10	2	8	-	10	-	20
15	11	-	-	-	5	-	5
16	12	6	20	-	-	18	44
17	12	8	8	-	-	-	16
18	13	-	2	-	-	1	3
		Phase 2 Activities: (*)					
20	1	2	4	-	4	2	12
21	1	-	-	-	-	-	-
22	2	2	8	-	24	-	34
23	2	6	24	-	12	-	42
24	3	-	-	-	-	-	-
25	4	-	-	-	4	-	5
26	5	-	1	-	-	-	-
27	6	-	-	-	-	-	-
28	7	4	12	-	4	8	28
29		-	-	-	-	-	-
30	7	-	-	-	-	-	-
31	All	4	-	-	-	4	8
32							
33		73	155	-	202	36	466
34		\$ 10,950	\$ 15,500	\$ -	\$ 12,120	\$ 1,620	\$ 40,190
35							\$ 86,24
		Other Direct Costs					
36		Mileage @ \$0.44 Per Mile - 400 Miles Roundtrip; 4 Trips					
37		Allowance For Copy Charges (100 page report * 20 copies * 2 drafts * \$0.05/page)+(covers/backups at \$2.50/sheet at 20 copies)					
38		Allowance for Telephone, Delivery, and Other Project Costs					
39		Miscellaneous / Rounding					
40		Total Other Direct Costs					
41		Total Estimated Project Cost					
							\$ 1,310
							\$ 41,500

(*) Please referenced Attachment B - Scope of Services for description of Tasks to be performed by PRMG.

**PUBLIC RESOURCES MANAGEMENT GROUP, INC.
STANDARD TERMS AND CONDITIONS**

ATTACHMENT D

I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the utility consulting services described in the agreement that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement.

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at cost.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations.

IV. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I.

Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

V. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Comprehensive general liability insurance, including personal injury liability, blanket

contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance.

VI. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or PRMG without prior, written consent of the other.

VII. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

VIII. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in State Courts of Broward County. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Further, nothing contained within the Agreement shall be construed as consent by either party to be sued by third parties in any manner arising out of any contract, nor shall anything contained in said Agreement be

PUBLIC RESOURCES MANAGEMENT GROUP, INC.
STANDARD TERMS AND CONDITIONS

ATTACHMENT D

intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

IX. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the work impossible. PRMG may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of work. PRMG may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

X. TERMINATION OF WORK

Client may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, PRMG shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 5 percent of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article.

XI. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person

not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.